Supreme Court, U. S.
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In The

SUPREME COURT OF THE UNITED STATES

October Term, 1979

NO. 79-1366

ST. PAUL MERCURY INSURANCE COMPANY,
INDEMNITY MARINE ASSURANCE CO., LTD.,
AND
AMERICAN MOTORISTS INSURANCE COMPANY,

Petitioners,

vs.

EAST WEST TOWING, INC.,
E. & I., INC., AND S. C. LOVELAND, INC.,

Respondents.

BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

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April, 1980

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REASONS FOR DENYING THE WRIT

I.

THE DECISION BELOW DOES NOT CONFLICT WITH THIS COURT'S RULING IN VAN DUSEN v. BARRACK, 376 U.S. 612, 84 S.Ct. 805 (1964).

II.

THE ISSUE OF WHETHER STATE OR FEDERAL CONFLICT OF LAWS RULES GOVERN A DISPUTE ARISING OUT OF A CONTRACT OF MARINE INSURANCE WAS NOT AN ISSUE UPON WHICH THE DECISION OF THE FIFTH CIRCUIT WAS BASED.

III.

THE INTERVENTION OF THIS COURT WILL NOT AFFECT THE OUTCOME OF THE LITIGATION OUT OF WHICH THIS PETITION ARISES, BECAUSE IT WAS BASED ON A FACTUAL DETERMINATION THAT THERE WAS NO BREACH BY THE INSURED OF POLICY TERMS OR CONDITIONS.

STATEMENT OF THE CASE

The Petitioners' Statement of the Case is not an accurate representation of facts out of which this controversy arises. At the very outset Petitioners purport to quote from relevant policy terms to the Court, but examination of the relevant policy reveals that this specific language is not applicable to a tugboat like the MISS CAROLYN. (See Appendix hereto, subsequently App a-1) The relevant portion the Petitioners have quoted to the Court is wholly out of context. It comes from a portion of the policy which is clearly identified as being not applicable to the tug involved here.

The portion of the policy quoted by Petitioners is part of the Taylor SP-39C form included as part of the fleet coverage which covered only crew boats. (App a-7) The American Institute Tug form applicable to the MISS CAROLYN actually provides as follows:

> It is agreed that if, during the currency of this Policy, the assured's interest in the Vessel hereby insured shall change or there shall be any change in the management of the Vessel, this Policy shall become null and void from the date of such change unless such change shall have been assented to in writing by the Underwriters. (lines 5-9; App a-4)

A distinction to be clearly noted is that the Tug form has no requirement for "previous consent in writing" to transfer of interest or management. (App a-4) The Trial Court found and the Fifth Circuit affirmed the finding that there was

written consent by the insurers as required by the policy. (See Endorsements 26 and 27, App a-36)

The chronology of events is important and is not thoroughly treated in Petitioners' Statement of the Case. The navigational limits applicable to the Tug MISS CAROLYN were set out in the policy when it was originally issued for a one year term on December 15, 1972, and provided as follows:

> Warranted by the assured limited to the use and to navigation of the Inland and Coastal waters between Carrabelle, Florida and Brownsville, Texas, not exceeding 100 miles offshore. (App a-4)

Thus to permit the MISS CAROLYN to make the voyage involved here, Endorsement No. 24 to the policy was issued on August 16, 1973, and by the terms of the endorsement was effective as of August 10th. (App a-34) Endorsement No. 24 was issued to extend the coverage for the voyage involved here.

The uncontradicated testimony of Mr. Buras, a principal of East West Towing, was that on August 17, 1973, he told the insurance agent all about the details of the sale of the Tug MISS CAROLYN and was assured that everything would be all right. (Pet App 1/ C-13) In reliance upon these representations, the MISS CAROLYN continued to tow the Barge LOVELAND 34. The

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1/ References herein to the District and Circuit Court opinions are to pages in Petitioner's Appendix (Pet App).

insurance agent, Armistead Miller Wallace, Inc., specifically Mr. Edward J. Ryan, Jr. thereof, issued the original policy and every one of the 27 endorsements thereto which were in existence up to September 19, 1973. Endorsements No. 26 and 27 were issued approximately one month after the collision of the LOVELAND 34 with the Sunshine Skyway Bridge. These endorsements were effective August 21, 1973, the day after the accident. (App a-36; Pet App C-13)

The Petitioners agreed to extend insurance coverage for the Tug MISS CAROLYN and subsequently the Tug GARY STEVENS for towage of the Barge LOVELAND 34 to Jacksonville, Florida. (App a-35) The Petitioners were advised of the terms and conditions of the sale of the MISS CAROLYN and did not take exception to it, i.e., did not indicate it would adversely effect the tug's insurance coverage. On the contrary, East West was advised by the Petitioners' agent that "he would take care of it." Apparently the insurers did not consider that the circumstances created any additional material hazard or risk to the venture which they had insured, because no increased premium charge was made as a result of the sale. An additional premium charge had been made to extend the navigational limits for the MISS CAROLYN to Jacksonville, Florida. This, of course, comports with reality as the Trial Court properly found it to exist. There had been no sale of the MISS CAROLYN, either as a matter of law, or from an insurance risk standpoint.

The Petitioners' characterization of the arrival of Jay Landreth aboard the MISS CAROLYN in Panama City as the "new captain", is inaccurate. The Trial Court's factual determination that Landreth had no intention of assuming command or responsibility for the Tug MISS CAROLYN

when he boarded her in Panama City is accurate. (Pet App C-5-6) There was no change in the management of the Tug MISS CAROLYN until after the barge was anchored in Tampa Bay, and the sale of the MISS CAROLYN was conditioned on East West being able to tow the Barge LOVELAND 34 to Tampa where it was to be taken by the Tug GARY STEVENS to continue towage to Jacksonville. On August 18, 1973, when the Barge was left at the ill-fated anchorage in Tampa Bay from which she was subsequently blown during a thunder storm into the Skyway Bridge, the Tug MISS CAROLYN was under the control of the same crew which was aboard her at the time she began the voyage involved here in Louisiana. (Pet App C-24-26)

I.

THE DECISION BELOW DOES NOT CONFLICT WITH THIS COURT'S RULING IN VAN DUSEN v. BARRACK, 376 U.S. 612, 84 S.Ct. 805 (1964).

The jurisdictional basis of the litigation out of which the decision in Van Dusen v. Barrack, ibid., arose was diversity of citizenship. See Popkin v. Eastern Air Lines, Inc., 204 F. Supp. 426 (E.D. Pa. 1962); 28 U.S.C. 1332. This case is before the Court under the admiralty and maritime jurisdiction of the district courts. The holding in Van Dusen, supra, was that where a diversity case is transferred pursuant to 28 U.S.C. 1404(a) (forum non conveniens), a determination of the capacity of a party to sue should be based upon the substantive law of the court from which the action has been transferred.

There is no conflict in the Fifth Circuit's decision which Petitioners seek to have reviewed. There is no issue of capacity in which to sue in this case. This is not a diversity case, but arises from the admiralty and maritime jurisdiction of the federal courts.

Throughout the Court's consideration of this petition, it should be kept clearly in mind that the Trial Court found and the Fifth Circuit affirmed this finding that Endorsements 26 and 27 issued by the Petitioners approximately one month after the collision of the LOVELAND 34 with the Skyway Bridge constituted written consent to a transfer of interest or management, if such had taken place prior to the collision. However, the Trial Court also found and the Fifth Circuit affirmed that no such transfer of interest or management had taken place prior to the errors or negligence from which this litigation arises. These factual determinations are simple, definitive, and correct resolutions of the disputes concerning insurance coverage.

Further, the District Court also considered Louisiana law concerning transfer of interest in the Tug MISS CAROLYN, and found that under Louisiana law, title to the MISS CAROLYN would not have passed to the purchaser, E. & I. until the Tug MISS CAROLYN had towed the Barge LOVELAND 34 to Tampa and there turned it over to the Tug GARY STEVENS.

The Fifth Circuit's decision clearly reflects that there were two reasons for affirming the Trial Court. ". . . [F]irst, the negligent acts of the MISS CAROLYN occurred prior to the time that the change in management and ownership occurred, and second, there was written assent

to the change in ownership by virtue of two endorsements issued after the collision and after the change in ownership." (Pet App A-4).

Nowhere do the Petitioners assert that application of different law will change the outcome of this litigation.

No issues of importance are presented in this case because it is resolved based on its particular facts and the Court's granting discretionary review is not warranted.

A careful review of the Appellate Court's opinion below reveals that the Fifth Circuit did not comment upon anything other than the Trial Court's application of law to interpret the agreement concerning the sale of the Tug MISS CAROLYN. This is to be clearly distinguished from the agreement to insure it.

There is not a proper conflict basis for this Court to grant Petitioners' Writ of Certiorari.

II.

THE ISSUE OF WHETHER STATE OR FEDERAL CONFLICT OF RULES GOVERN A DISPUTE ARISING OUT OF A CONTRACT OF MARINE INSURANCE WAS NOT AN ISSUE UPON WHICH THE DECISION OF THE FIFTH CIRCUIT WAS BASED.

Petitioners assert that the Court of Appeals applied the wrong conflict of laws rules in reaching the conclusion that Florida substantive law should be used to determine whether the MISS CAROLYN had been sold. But nowhere in the Fifth Circuit's decision does it say that state conflict of laws rules were or are applied to determine the substantive law applicable to interpretation of a contract for the sale of a vessel.

The portion of the Fifth Circuit's decision with which the Petitioners apparently take issue is dicta, an aside in which the Fifth Circuit points out that admiralty conflict rules have no bearing on the sale agreement, and this aside is not actually part of the Court's ruling. The Fifth Circuit's comments are as follows:

> The district court ultimately applied Florida law, concluding that in determining the validity and effect of a transfer of title in personalty, the universally recognized conflicts law is that lex rei sitae or the law of the place of the situs of the personalty governs. While we agree with the district court's analysis and application of Florida law, we note that the district court initiated

its discussion by stating "in questions involving contract interpretation, admiralty conflicts law recognizes the principle of lex loci contractus; that is the law of the place where the contract is made." . . . While that is a correct rule of conflicts in the case of maritime contract, the district court was not bound to apply the admiralty conflicts rule in this case because a contract for the sale of a ship is not a maritime contract. [citations omitted] Hence, the application of Florida law under the circumstances is unfettered by suggestions that admiralty conflicts law would require the application of Louisiana law. (Pet App A-4-5)

The foregoing is merely an aside, or comment about what the Trial Court actually did. It applied the universally recognized conflicts rule that the law of the place of the situs of the personalty governs disputes concerning the interpretation of contracts effecting title to personal property. United States v. Guaranty Trust Co., 293 U.S. 340, 55 S.Ct. 221 (1934). The conflict of laws rule applied was federal and the substantive law applied based on that rule was Florida law.

A final argument raised by Petitioners is that there is uncertainty in the law as to what conflict of laws principles should be applied in interpreting a contract of marine insurance. That assertion is inaccurate, because this Court spoke definitively on that point in Wilburn Boat Co. v. Fireman's Fund Insurance Co., 348 U.S. 310, 75 S.Ct. 368 (1955).

III.

THE INTERVENTION OF THIS COURT WILL NOT AFFECT THE OUTCOME OF THE LITIGATION OUT OF WHICH THIS PETITION ARISES, BECAUSE IT WAS BASED ON A FACTUAL DETERMINATION THAT THERE WAS NO BREACH BY THE INSURED OF POLICY TERMS OR CONDITIONS.

Without regard to conflict of laws arguments, the Trial Court found that even if there had been a transfer of interest or management within the meaning of the contract of insurance involved here, the insurers/Petitioners had given written consent to such transfer of interest or management by the issuance of Endorsements No. 26 and 27. This determination was affirmed by the Fifth Circuit. (Pet App A-3-4) These endorsements were issued about one month after the collision and arrest of the Tug MISS CAROLYN in the first of the three cases which were consolidated and considered below. Thus without regard to whether Louisiana, Florida, or federal law should be applied to interpret the contract of sale or insurance, there is an independent factual basis upon which the Trial Court's determination that there was insurance coverage must stand.

Briefly summarizing, the underwriters' written consent was given when Endorsements No. 26 and 27 were issued on September 19, 1973. At that time the insurers had knowledge of the casualty involved here, and removed the Tug MISS CAROLYN from coverage provided by this policy effective the day following the barge's

collision with the Sunshine Skyway Bridge, i.e., August 21, 1973. (App a-36)

Further, the Petitioners waived any sale or transfer of management basis for denial of coverage, because from the uncontradicted testimony of Mr. Buras, a principal of East West, it is clear that the Petitioners through their agent were advised of the details of the sale of the MISS CAROLYN and details concerning the substitution of the Tug GARY STEVENS to continue towing the LOVELAND 34 to Jacksonville. Mr. Buras was specifically advised by the Petitioners' agent, who had issued the policy and all relevant endorsements thereto, that these facts would not void insurance coverage. The agent said, "he would take care of it," i.e., he would make whatever policy adjustments were necessary. (Pet App C-13)

As a practical matter, no policy adjustments were necessary, as is reflected from the fact that no additional endorsements were issued or increases in premium charged. This certainly comports with reason and logic, because the Tug MISS CAROLYN remained on the same voyage, manned by the same crew, towing the same barge, toward the same destination on which she had been, prior to the execution of the bill of sale on August 16, 1973. There was no change in the hazard or risk which the Petitioners had undertaken to insure subsequent to August 16th. If anything, the fortuitous arrival of Mr. Landreth aboard the MISS CAROLYN in Panama City on August 16th reduced the actual risks and hazards to which the MISS CAROLYN and her tow were exposed on this voyage. Landreth was familiar with the waters between Panama City and Tampa, and had navigational charts for that area; whereas, Captain Verdin had never been east of Panama City, and was navigating with a Texaco

road map. The Trial Court properly determined that Landreth, who was to take command of the MISS CAROLYN for E. & I. subsequent to its delivery to same in Tampa, did not take command or assume responsibility for the navigation and control of the Tug MISS CAROLYN when he boarded her in Panama City. (Pet App C-4-6)

Thus there was no change as might be contemplated from an insurance underwriting standpoint of the risk or hazard insured which would warrant termination of insurance coverage as a result of the events involved here until after the Tug MISS CAROLYN had anchored the Barge LOVELAND 34 in the vicinity of the Skyway Bridge, and had gone into the Nilo docks in Tampa where the East West crew departed. She was thereafter operated by the crew assigned by her new owner, E. & I., Inc. The acts of negligence which proximately caused the casualty involved here took place prior to the transfer of navigation and management of the MISS CAROLYN to E. & I., Inc.

Because there is an independent factual basis upon which the decisions of both the Trial Court and Fifth Circuit stand, granting certiorari will not change the outcome of this litigation.

CONCLUSION

There is no basis for issuance of a writ of certiorari to review the decision of the Court of Appeals for the Fifth Circuit.

Respectfully submitted,

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Counsel for Respondent,
S.C. Loveland, Inc.

No. GSD 1100

BY THIS

POLICY OF INSURANCE

The subscribers hereto, severally but not jointly, do insure EAST WEST TOWING, INC.

for account of THEMSELVES

Loss, if any, payable to ASSURED OR ORDER

or order

Amount Insured ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 ---------- Dollars.

AMOUNT $ 125,000.00 RATE [redacted] PREMIUM $ [redacted]

At and from December 15, 1972 To December 15, 1973 Noon C. S. T.

On Steel Diesel Tug "MISS CAROLYN" (Ex."MR.GRASS")

Subject to conditions of form attached hereto:

I certify this to be a true + accurate copy of the original policy, with the exception of rates + premiums, which have been deleted on these copies.

ARMISTEAD MILLER WALLACE INC.

September 4, 1973 By Edward D. Lyon

For sale by Jenson Lassen, 11 John Street, New York, N. Y. 10038

Printed in U. S. A.

American Institute
S. R. & C. C. Endorsement (Hulls)
September 6, 1949

87 R-46
(Revised)

To be attached to and form a part of Policy No. GSD 1100 of ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. & AMERICAN MOTORISTS INSURANCE COMPANY

Insuring EAST WEST TOWING, INC.

In consideration of an additional premium, as provided below, this insurance is extended to cover additional risks, from and after December 15, 1972 in accordance with the following clause:-

"This insurance also covers damage to or destruction of the property insured directly caused by strikers, locked out workmen, or persons taking part in labor disturbances or riots or civil commotions or caused by vandalism, sabotage, or malicious mischief, but excluding civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, and warranted free from any claim for delay, detention or loss of use, and free from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter.

Notwithstanding the exclusions in the F. C. & S. Clause in the within policy 'vandalism,' 'sabotage,' and 'malicious mischief,' as used herein, shall be construed to include wilful or malicious physical injury to or destruction of the described property caused by acts committed by an agent of any Government, party or faction engaged in war, hostilities, or other warlike operations, provided such agent is acting secretly and not in connection with any operations of military or naval armed forces in the country where the described property is situated."

Until further notice the Assured shall pay, for the additional protection afforded by the above clause, an additional premium of included percent. The Underwriters have the right nevertheless to change this rate at any time on 15 days written notice to the Assured; but the Assured shall have the option to cancel this endorsement as of the time when such change of rate would take effect, provided previous notice of such cancellation be given to the Underwriters. The rate may be changed as above notwithstanding strikes, labor troubles or civil commotions, on board the vessel or elsewhere, may be threatened or actually exist either at the time when such notice is given or when it takes effect.

All other terms and conditions remaining unchanged.

Dated December 15, 1972 Signed — INGRAM, ARMISTEAD, WALLACE, INC.
By Edmund D. Ryan

For sale by Joseph Lazara, 11 John Street, New York, N. Y. 10038

Printed in U.S.A.

It is understood and agreed that lines 146, 147 and 148 of the American Institute Tug Form January, 1954 (Tug Syndicate 1953) (Rev. 11/30/59 Form 53-R, are hereby deleted and the following substituted:

Provided that this clause shall in no case extend to any sum which the Assured or the Surety may become liable to pay or shall pay in consequence of, or with respect to:

(a) removal or disposal of obstructions, wrecks or their cargoes under statutory powers or otherwise pursuant to law;

(b) injury to real or personal property of every description;

(c) the discharge, spillage, emission or leakage of oil, petroleum products, chemicals or other substance of any kind or description whatsoever;

(d) cargo or other property on or the engagements of the vessel;

(e) loss of life, personal injury or illness.

Provided further that exclusions (b) and (c) above shall not apply to injury to any other vessel with which the Vessel is in collision or to property on such other vessel except to the extent that such injury arises out of any action taken to avoid, minimize or remove any discharge, spillage, emission or leakage described in (c).

INGRAM, ARMISTEAD, WALLACE, INC.
By Edmund D. Ryan

AMERICAN INSTITUTE
(TO FOLLOW JANUARY
(FOR SYNDICATE USE
(Revised November 30, 1959)

83 R
(Revised)

To be attached to and form a part of Policy No. GSD 1100 of the

ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. & AMERICAN HOTORISTS INSURANCE COMPANY.

Insuring EAST WEST TOWING, INC.

FOR ACCOUNT OF ASSURED, but subject to the following provisions:

It is agreed that if, during the currency of this Policy, the Assured's interest in the Vessel hereby insured shall change or there shall be any change in the management of the Vessel, this Policy shall become null and void from the date of such change unless such change shall have been assented to in writing by the Underwriters. In event of such termination a pro rata daily return of net premium shall be made.

Loss, if any, payable to Assured or order

_____ or order.

Sum Insured
Hereunder ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 ---------- Dollars.

at and from the 15th day of December 1972 } beginning and ending with _____

to the 15th day of December 1973 } Noon Central Standard time.

Provided, however, should the Vessel at the expiration of this Policy be at sea, or in distress, or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.

On the Steel Diesel TUG called the "MISS CAROLYN"
(or by whatsoever name or names the said Vessel is or shall be called.)

The insured value of the said vessel, her hull, tackle, apparel, stores, supplies, furniture, engines, boilers, machinery and appurtenances, by agreement between the Assured and Underwriters for the purpose of this insurance shall be ($125,000.00) ONE HUNDRED TWENTY FIVE THOUSAND & NO/100--- Dollars.

The Underwriters to be paid in consideration of this insurance [redacted] ---------- Dollars being at the rate of [redacted] per cent.

Regardless of anything to the contrary in this Policy, it is agreed by the Assured that in case the premium on this Policy shall not be paid to the Underwriters within sixty (60) days after the date of attachment, this Policy shall automatically terminate upon such sixtieth (60th) day at noon, and it is agreed by the Assured that no further notice of the termination or cancellation of this Policy is or shall be necessary. Such proportional part of the premium, however, as shall have been earned up to the time of such termination shall be due and payable; but in the event of total or constructive total loss occurring during such sixty (60) days period the full premium shall be deemed earned.

~~Either party may restrict this Policy by giving the other or its agents fifteen (15) days notice in writing in which event the Underwriters agree to return to the Assured _____ cents per cent net for each period of thirty consecutive days of the unexpired time and arrival but no return to be made in respect of a fraction of any period of thirty consecutive days.~~

~~If the Vessel is actually laid up and out of commission and not under repair for which the Underwriters may be liable under this Policy, the Underwriters agree to return _____ cents per cent net for each period of thirty consecutive days the Vessel may be so actually laid up and out of commission, and arrival. No return shall be made in respect of a fraction of any such period except that if this Policy begins or ends during such period, Underwriters shall pay such proportion of the return for the full period of thirty consecutive days as the number of such days attaching hereto bears to thirty.~~

There shall be no deductions "new for old" but the sum of $2,500.00 shall be deducted from the total amount of any or all claims resulting from any one casualty (other than claims for total or constructive total loss), including liability claims covered hereunder whether in the body of this Policy or by rider attached hereto.

Warranted by the Assured limited to the use and navigation of the Inland and coastal waters between Carrabelle, Florida and Brownsville, Texas not exceeding 100 miles offshore.

(Continued On Following Page)

...caused by or resulting from capture, seizure, arrest, restraint or detainment, or the consequences thereof or any attempt thereat; also from all consequences of hostilities or warlike operations (whether there be a declaration of war or not) but this insurance to cover the risk of collision and the liabilities incidental thereto, and also the risk of contact with aircraft, rockets or similar missiles, or with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion unless caused directly by a warlike act by or against a belligerent power, and for the purpose of this insurance, is performing) by a hostile act by or against a belligerent power, and for the purpose of this policy "warlike acts" shall include acts of piracy or acts of terrorism but only when committed by persons acting for political purposes as part of or in connection with any organisation taking part in civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

Subject to the following clauses which are to be considered as incorporated herein, and to the terms of the last cover attaching hereto, if and insofar as the terms thereof are not inconsistent herewith.

Warranted by the Assured that this Policy shall not cover any loss or damage while the Vessel is under the control of any pilot whose employment is compulsory by reason of local law.

Warranted by the Assured that this Policy shall not cover any loss or damage while the Vessel is under the control of any pilot whose employment is compulsory by reason of local law.

Any deviation beyond the limits named in this Policy shall render this Policy null and void; but it shall reattach when the Vessel returns within said limits, provided, however, that the Vessel shall then be in all respects seaworthy.

Warranted by the Assured that there shall be no other insurance for or on account of the Assured upon any interest in this Vessel, except that the Assured may, without prejudice to this insurance, insure against Protection and Indemnity Risks, Excess Tower's and Collision Liability, and risks excluded by the F. C. & S. and S. R. & C. C. Clauses.

Touching the adventures and perils which we, the Underwriters, are contented to bear and take upon us, they are of the harbors, bays, sounds, seas and other waters as above named, and fire, lightning and earthquake, it being the intent of the Underwriters to indemnify the Assured for the Underwriters' proportion of general average, salvage, salvage charges or loss, damage, detriment or hurt to the said Vessel arising from perils aforementioned for which the Underwriters may be liable under this Policy; it is a condition precedent, however, to any liability under this Policy, that the Assured establish that any claim, whether for general average, salvage, salvage expenses or loss, damage, detriment or hurt to said Vessel, has been directly caused by a peril insured against as aforesaid, each casualty to be adjusted separately.

In case of any loss or misfortune it shall be lawful and necessary for the Assured, their factors, servants and assigns, to sue, labor and travel for, in, and about the defense, safeguard and recovery of the said Vessel, or any part thereof, without prejudice to this insurance, to the charges whereof the Underwriters will contribute according to the rate and quantity of the sum herein insured to the extent hereinafter provided. It is agreed that the acts of the Assured or the Underwriters, or their agents, in recovering, saving and preserving the property insured in case of disaster shall not be considered a waiver or an acceptance of an abandonment, nor as affirming or denying any liability under this Policy; but such acts shall be considered as done for the benefit of all concerned, and without prejudice to the rights of either party.

This insurance also specially to cover (subject to the deductible average and other conditions of this policy) loss of or damage to the subject matter insured directly caused by the followings:-
Accidents in loading, discharging or handling cargo, or in bunkering;
Accidents in going on or off, or while on drydocks, graving docks, ways, gridirons or pontoons;
Explosions on shipboard or elsewhere;
Breakdown of motor generators or other electrical machinery and electrical connections thereto, bursting of boilers, breakage of shafts, or any latent defect in the machinery or hull, (excluding the cost and expense of replacing or repairing the defective part);
Breakdown of or accidents to nuclear installations or reactors not on board the insured vessel;
Contact with aircraft, rockets or similar missiles, or with any land conveyance;
Negligence of Charterers and/or Repairers, provided such Charterers and/or Repairers are not assured(s) hereunder;
Negligence of Master, Mariners, Engineers or Pilots;
Provided such loss or damage has not resulted from want of due diligence by the Assured, the Owners or Managers of the Vessel, or any of them.

General average, salvage and special charges payable in accordance with the laws and usages of the port of New York, but excluding wages, provisions, fuel and engine stores during detention however caused.

And it is further agreed that in the event of salvage, towage or other assistance being rendered to the Vessel hereby insured by any Vessel belonging in part or in whole to the same owners or charterers, the value of such services (without regard to the common ownership or control of the Vessels) shall be ascertained by arbitration in the manner below provided for under the collision clause, and the amount so awarded so far as applicable to the interest hereby insured shall constitute a charge under this Policy.

When the contributory value of the Vessel is greater than the valuation herein, the liability of these Underwriters for general average contribution (except in respect of amount made good to the Vessel) or salvage shall not exceed that proportion of the total contribution due from the Vessel that the amount insured hereunder bears to the contributory value; and if, because of damages for which these Underwriters are liable as particular average, the value of the Vessel has been reduced for the purpose of contribution, the amount of the particular average claim under this Policy shall be deducted from the amount insured hereunder and these Underwriters shall be liable only for the proportion which such net amount bears to the contributory value.

In the event of expenditure under the Sue and Labor Clause, this Policy shall pay the proportion of such expenses that the amount insured hereunder bears to the insured value of the Vessel, or that the amount insured hereunder, less loss and/or damage payable under this Policy, bears to the actual value of the saved property; whichever proportion shall be less.

If claim for total loss is admitted under this Policy and sue and labor expenses have been reasonably incurred in excess of any proceeds realized or value recovered, the amount payable under this Policy will be the proportion of such excess that the amount insured hereunder (without deduction for loss or damage) bears to the insured value or the sound value of the Vessel at the time of the accident, whichever value was greater.

No recovery for a constructive total loss shall be had hereunder unless the expense of recovering and repairing the Vessel shall exceed the insured value.

In ascertaining whether the Vessel is a constructive total loss the insured value shall be taken as the repaired value, and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

If, during the term covered by this Policy, the Vessel becomes a total loss by a peril insured against or otherwise, there shall be no liability under this Policy for any unrepaired damage sustained prior to such total loss.

Warranted by the Assured that the Underwriters shall not be liable for charges, damage or loss in consequence of engaging in, or in consequence of seizure or detention due to any illicit or prohibited trade or trade in articles contraband of war; or for violation of any port regulation.

~~It is agreed that when this Vessel is tied up or moored, it shall be at all times in charge of a watchman in the employ of the Assured, whose duty it shall be to make regular examination of the Vessel throughout or reasonable intervals including inspection of the bilges.~~

And it is further agreed that if the Vessel hereby insured shall come into collision with any other vessel, craft or structure, floating or otherwise (including her tow); or shall strand her tow or shall cause her tow to come into collision with any other vessel, craft or structure, floating or otherwise, or shall cause any other loss or damage to her tow or to the freight thereof or to the property on board, and the Assured, or the Surety, in consequence of the insured vessel being at fault, shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums, we, the Underwriters, will pay the Assured or the Surety, whichever shall have paid, such proportion of such sum or sums so paid as our subscriptions hereto bear to the value of the Vessel hereby insured, provided always that our liability in respect of any one such casualty shall not exceed our proportion

F. C. & S. CLAUSE
Notwithstanding anything to the c
or of any attempt thereat, or any
of war or not), but the foregoing s
(and independently of the above
warranty "power" includes any
or nuclear fission and/or fusion
Further warranted free from the c
all war risks are hereafter insured by

...ested or ...surrenders have been ...ven to bona fide liability, with ...greement in writing, of a majority (in amount) ...
the Und... ...ers on the hull and machinery, we will also pa... ...like proportion of the costs, which the Assured
shall thereby incur or be compelled to pay; but when both Vessels are to blame, then, unless the liability of the
owners of one or both of such Vessels becomes limited by law, claims under the collision clause shall be settled on
the principle of cross liabilities, as if the owners of each Vessel had been compelled to pay to the owners of the
other of such Vessels such one-half or other proportion of the latter's damage as may have been properly allowed
in ascertaining the balance or sum payable by or to the Assured in consequence of such casualty. It is hereby further
agreed that the principles involved in this clause shall apply to the case where two or more of the Vessels insured
are the property, in part or in whole, of the same Assured, all questions of responsibility and amount of liability as
between such Vessels being left to the decision of a single arbitrator, if the parties can agree upon a single arbitrator,
or failing such agreement, to the decision of arbitrators, one to be appointed by the Assured, and one to be appointed
by the majority (in amount) of hull and machinery Underwriters interested, the two arbitrators so chosen to choose
a third arbitrator before entering upon the reference, and the decision of such single or of any two of such three
arbitrators, appointed as above, to be final and binding. Provided always that this clause shall in no case extend
to any sum which the Assured or Surety may become liable to pay, or shall pay for removal of obstructions under
statutory powers, or for loss of life or personal injury. And provided also that in the event of any claim under this
clause being made by anyone other than the Owners of the Vessel hereby insured, he shall not be entitled to recover
in respect of any liability to which the Owners of the Vessel as such would not be subject, nor to a greater extent
than the Owners would be entitled in such event to recover.

Two-thirds (in amount) of the Underwriters on hull and machinery shall have the option of naming the attorneys who shall represent the Assured in the prosecution or defense of any litigation between the Assured and third parties concerning any claim, loss or interest covered by this Policy, and shall have the direction of such litigation.

Warranted that in case of any casualty the Assured shall give the Underwriters prompt notice thereof and reasonable opportunity to be represented on a survey of the damage, each party to name a surveyor, which two surveyors shall proceed to draw specifications as to the extent of the damage and the work required to make the damage good. If the two surveyors agree, such specifications shall be binding on both the Underwriters and the Assured, subject nevertheless to Policy terms and conditions and the question of whether or not the disaster and resulting loss or damage are covered by this Policy. In the event the two surveyors cannot agree, they must select an umpire, and in the event they cannot agree upon an umpire, either party hereto may apply to the United States District Court for the district in which the home port of the Vessel insured hereunder is located for the appointment of an umpire, pursuant to the United States Arbitration Act. The decision of the umpire so appointed shall have the same force and effect as the specifications aforesaid. When specifications have been drawn in either of the modes aforesaid, if the Underwriters shall be dissatisfied with the terms which the Assured may obtain for the repair of the damage as specified by said survey, then the Underwriters may require the surveyors or the umpire to submit the specifications prepared as aforesaid to such repair men, boat builders and shipwrights, as may be selected by such surveyors or the umpire, with a request for bids for such repairs. If after reception of such bids, the Assured shall elect to accept some bid other than that of the lowest bidder, the Underwriters shall be liable only for their proportion of so much of the sum actually expended to effect repairs specified by the surveyors for their account as does not exceed said lowest bid, subject, however, to deductions hereinbefore provided.

The terms and conditions of this form are to be regarded as substituted for those of policy form to which it is attached, the latter being hereby waived, except provisions required by law to be inserted in the Policy.

F. R. & C. C. CLAUSE
Warranted free of loss, damage or expense in consequence of strikers, lockouts, political or civil commotions, riots, martial law, power or malicious acts.

Either party may cancel this policy by giving ten (10) days' notice in writing; If at the option of this Company pro rata rates, if at the request of the assured short rates will be charged and arrival.

For sale by Jenson Lassen, 11 John Street, New York, N. Y. 10038

Printed in U. S. A.

TAYLOR
1953
(Rev. '80)

APPLICABLE TO CREWBOATS ONLY

SP-59C

In consideration of the premium and the stipulations, terms and conditions hereinafter mentioned, this Company does hereby insure:

Assured

Whose address is

Loss, if any, payable to

Upon the called
Her hull, tackle, apparel, engines, boilers, machinery, appurtenances, equipment, stores, boats and furniture
From the day of 19 Beginning and ending at noon Standard Time at place of issuance.
Until the day of 19

AMOUNT INSURED HEREUNDER	RATE	PREMIUM	AGREED VALUATION
$	%	$	$

Touching the adventures and perils which this Company is contented to bear and take upon itself, they are of the waters named herein, fire, lightning, earthquake, assailing thieves, jettisons, barratry of the master and mariners and all other like perils that shall come to the hurt, detriment or damage of the vessel named herein.

This insurance also covers loss of or damage to the vessel named herein caused by explosion on shipboard or elsewhere.

This insurance also covers loss of or damage to the vessel named herein directly caused by:
Accidents in loading, discharging or handling cargo, or in bunkering;
Accidents in going on or off, or while on drydocks, graving docks, ways, marine railways, gridirons or pontoons;
Breakdown of motor generators or other electrical machinery and electrical connections thereto, bursting of boilers, breakage of shafts, or any latent defect in the machinery or hull, (excluding the cost and expense of replacing or repairing the defective part);
Breakdown of or accidents to nuclear installations or reactors not on board the vessel named herein;
Contact with aircraft, rockets or similar missiles, or with any land conveyance;
Negligence of charterers and/or repairers, provided such charterers and/or repairers are not assured(s) hereunder;
Negligence of master, mariners, engineers or pilots;
provided such loss or damage has not resulted from want of due diligence by the assured, the owners or managers of the vessel, or any of them.

General average, salvage and special charges payable as provided in the contract of affreightment, or failing such provision, or there be no contract of affreightment, payable in accordance with the laws and usages of the port of New York. Provided always that when an adjustment according to the laws and usages of the port of destination is properly demanded by the owners of the cargo, general average shall be paid in accordance with same.

And it is further agreed that if the vessel named herein and/or her tow, if any, shall come into collision with any other ship or vessel other than her tow, if any, and the assured in consequence of the vessel named herein being at fault shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, this Company will pay its proportion of such sum or sums so paid as the amount insured hereunder bears to the agreed valuation of the vessel named herein, provided always that this Company's liability in respect of any one such collision shall not exceed the amount insured hereunder. And in cases where the liability of the vessel named herein has been contested or proceedings have been taken to limit liability, with the consent in writing of this Company, this Company will also pay a like proportion of the costs which the assured shall thereby incur, or be compelled to pay; but when both vessels are to blame, then, unless the liability of the owners of one or both such vessels becomes limited by law, claims under this Collision Liability Clause shall be settled on the principle of cross-liabilities as if the owners of each vessel had been compelled to pay to the owners of the other of such vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the assured in consequence of such collision. Provided always that this clause shall in no case extend to any sum which the assured may directly, indirectly, or otherwise incur or become liable to pay or shall pay for: removal, destruction or abatement of, or any attempt or failure or neglect to remove, destroy or abate obstructions or wrecks and/or their cargoes or any hazard resulting therefrom; loss of, or damage to, or expense, including demurrage and/or loss of use thereof, in connection with any fixed or movable object, property or thing of whatever nature (excepting other vessels and property thereon); loss of or damage to her tow; cargo, baggage or engagements of the vessel named herein or of her tow; or for loss of life of, or injury to, or illness of, any person. And provided also that in the event of any claim under this clause being made by anyone other than the owners of the vessel named herein, he shall not be entitled to recover in respect of any liability to which the owners of the vessel as such would not be subject, nor to a greater extent than the owners would be entitled in such event to recover.

In case of any loss or misfortune it shall be lawful and necessary for the assured, their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the vessel named herein, or any part thereof, without prejudice to this insurance, to the charges whereof this Company will contribute as hereinafter provided. It is agreed that the acts of the assured or this Company, or their agents, in recovering, saving and preserving the property insured in case of disaster shall not be considered a waiver or an acceptance of an abandonment, nor as affirming or denying any liability under this policy; but such acts shall be considered as done for the benefit of all concerned, and without prejudice to the rights of either party.

(Continued on following pages)

Warranted that in case of any casualty or loss which may result in a claim under this policy the assured shall give this Company prompt notice thereof and reasonable opportunity to be represented on a survey of the damage, each party to name a surveyor, which two surveyors shall proceed to draw specifications as to the extent of the damage and the work required to make the damage good. If the two surveyors agree, such specifications shall be binding on both this Company and the assured, subject nevertheless to policy terms and conditions and the question of whether or not the disaster and resulting loss or damage are covered by this policy. In the event the two surveyors cannot agree, they must select an umpire, and in the event they cannot agree upon an umpire, either party hereto may apply to the United States District Court for the district in which the home port of the vessel named herein is located for the appointment of an umpire, pursuant to the United States Arbitration Act. The decision of the umpire so appointed shall have the same force and effect as the specifications aforesaid. When specifications have been drawn in either of the modes aforesaid, if the Company shall be dissatisfied with the terms which the assured may obtain for the repair of the damage as specified by said survey, then this Company may require the surveyors or the umpire to submit the specifications prepared as aforesaid to such shipyard, repair men, boat builders and shipwrights, as may be selected by such surveyors or the umpire, with a request for bids for such repairs. If after reception of such bids, the assured shall elect to accept some other bid than that of the lowest bidder, this Company shall be liable only for its proportion of so much of the sum actually expended to effect repairs specified by the surveyors for its account as does not exceed said lowest bid. In no event however shall this Company respond for an amount in excess of its proportion of the amount actually expended by the assured in effecting such repairs.

With respect to physical loss or damage to the vessel named herein this Company shall be liable only for such proportion of such loss or damage as the amount insured hereunder bears to the agreed valuation.

In the event of expenditure under the sue and labor clause, this Company will pay the proportion of such expenses that the amount insured hereunder bears to the agreed valuation of the vessel named herein, or that the amount insured hereunder, less loss and/or damage payable under this policy, bears to the actual value of the salved vessel, whichever proportion shall be less.

When the contributory value of the vessel named herein is greater than the agreed valuation stated herein the liability of this Company for general average contribution (except in respect of amount made good to the vessel) or salvage shall not exceed that proportion of the total contribution due from the vessel that the amount insured hereunder bears to the contributory value; and if because of damage for which this Company is liable as particular average the value of the vessel has been reduced for the purpose of contribution, the amount of the particular average claim under this policy shall be deducted from the amount insured hereunder and this Company shall be liable only for the proportion which such net amount bears to the contributory value.

The sum of $ shall be deducted from the total amount of any or all claims (including claims for sue and labor, collision liability, general average and salvage charges) resulting from any one accident. This deduction does not apply to claims for total or constructive total loss. For the purpose of this clause each accident shall be treated separately, but it is agreed that a sequence of damages arising from the same accident shall be treated as due to that accident.

In case of loss, such loss to be paid in thirty days after satisfactory proof of loss and interest shall have been made and presented to this Company, (the amount of any indebtedness due this Company from the assured or any other party interested in this policy being first deducted).

Upon making payment under this policy the Company shall be vested with all of the assured's rights of recovery against any person, corporation, vessel or interest and the assured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

Any agreement, contract or act, past or future, expressed or implied, by the assured whereby any right of recovery of the assured against any vessel, person or corporation is released, decreased, transferred or lost which would, on payment of claim by this Company, belong to this Company but for such agreement, contract or act shall render this policy null and void as to the amount of any such claim, but only to the extent and to the amount that said agreement, contract or act releases, decreases, transfers, or causes the loss of any right of recovery of this Company, but the Company's right to retain or recover the full premium shall not be affected.

This Company shall have the option of naming the attorneys who shall represent the assured in the prosecution or defense of any litigation or negotiations between the assured and third parties concerning any claim, loss or interest covered by this policy, and this Company shall have the direction of such litigation or negotiations. If the assured shall fail or refuse to settle any claim as authorized by the Company, the liability of the Company to the assured shall be limited to the amount for which settlement could have been made.

It is a condition of this policy that no suit, action or proceeding for the recovery of any claim for physical loss of or damage to the vessel named herein shall be maintainable in any court of law or equity unless the same be commenced within twelve (12) months next after the calendar date of the happening of the physical loss or damage out of which the said claim arose. Provided, however, that if by the laws of the state within which this policy is issued such limitation is invalid, then any such claim shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted, by the laws of such state, to be fixed herein.

In event of damage, cost of repairs to be paid without deduction of one-third, new for old.

If claim for total loss is admitted under this policy and sue and labor expenses have been reasonably incurred in excess of any proceeds realized or value recovered, the amount payable under this policy will be the proportion of such excess that the amount insured hereunder (without deduction for loss or damage) bears to the agreed valuation or the sound value of the vessel named herein at the time of the accident, whichever value was greater.

It is a condition of this insurance that this Company shall not be liable for unrepaired damage in addition to a total or constructive total loss.

No recovery for a constructive total loss shall be had hereunder unless the expense of recovering and repairing the vessel named herein shall exceed the agreed valuation.

In ascertaining whether the vessel named herein is a constructive total loss the agreed valuation shall be taken as the repaired value, and nothing in respect of the damaged or break-up value of the vessel or wreck shall be taken into account.

In the event of total or constructive total loss, no claim to be made by this Company for freight, whether notice of abandonment has been given or not.

Any deviation beyond the navigation limits provided herein shall void this policy; but on the return of the vessel in a seaworthy condition, within the limits herein provided, this policy shall reattach and continue in full force and effect, but in no case beyond the termination of this policy.

Warranted by the assured that there shall be no other insurance covering physical loss or damage to the vessel named herein other than that which is provided in lines 15 through 33 hereof but permission is granted to carry other insurance of whatever kind or nature not covered by this policy or additional amounts of insurance of the kind or nature covered by this policy other than as provided in lines 15 through 33.

This insurance shall be void in case this policy or the vessel named herein, shall be sold, assigned, transferred or pledged, or if there be any change of management or charter, of the vessel, without the previous consent in

as the consequences thereof or of any attempt thereat, or any taking of the vessel by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also from the consequences of hostilities or warlike operations (whether before or after declaration of war or not), but this warranty shall not exclude collision or contact with aircraft, rocket or similar missiles, or with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power; also warranted free, whether in time of peace or war, from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

If war risks are hereafter insured by endorsement on the policy, such endorsement shall supersede the above warranty only to the extent that their terms are inconsistent and only while such war risk endorsement remains in force.

Warranted free of loss or damage in consequence of strikes, lockouts, political or labor disturbances, civil commotions, riots, martial law, military or usurped power or malicious acts.

Either party may cancel this policy by giving ten days' notice in writing; if at the option of this Company pro rata rates, if at the request of the assured short rates, will be charged—and arrival.

NAVIGATION LIMITS—SPECIAL CONDITIONS—ENDORSEMENTS, ETC.

Attached to and made part of Policy No. of the

For sale by Jensen Lazare, 11 John Street, New York, N. Y. 10038

ENDORSEMENT NO. 1 (Page 1)

Attached to and forming part of Policy GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO.,LTD. AND AMERICAN MOTORISTS INSURANCE CO.

Insuring: EAST WEST TOWING, INC. & Leroy Buras Boat Rentals

Effective January 10, 1973 and in consideration of [redacted] additional premium, it is understood and agreed that the following vessels are added to the schedule of vessels insured hereunder.

Vessel	Hull Value	Excess Collision	Hull Rate	Excess Collision Rate	Additional Premium
Steel Diesel Crewboats: Case 3/6/73					
~~"JOEY"~~	~~$10,000~~	~~$90,000~~			
"BERNIE B"	12,000	88,000			
"LISA LYNN"	12,000	88,000			
"DOROTHY"	12,000	88,000			
"MISS FRIEDA"	10,000	90,000			
	$56,000				
	$440,000				
				Total Additional Premium	[redacted]

Each vessel deemed a separate insurance.

Deductible: $1,000 each vessel

It is further understood and agreed that with respect to the above vessels the "Taylor Form 1953 SP-39C" shall be applicable.

It is also understood and agreed that with respect to these vessels the named assured is deemed to read as follows:

"LEROY A. BURAS BOAT RENTALS AND EAST WEST TOWING, INC., as their respective interest may appear."

With respect to the Crewboats "DOROTHY", "LISA LYNN" and "BERNIE B", loss, if any, shall be payable to the Assured and Leasing Services, Inc., as their respective interest may appear.

It is further agreed that ten (10) days prior written notice of cancellation or material change in this insurance will be given to Leasing Services, Inc., P. O. Box 66155, Baton Rouge, Louisiana 70806.

It is understood and agreed that Underwriters agree to waive all rights of subrogation against Croatian Drilling Company, Inc. while the vessel(s) insured above are under time or voyage charter to Croatian Drilling Company.

Attached to and forming part of Policy GSD 1100.

It is understood and agreed that Underwriters agree to waive all rights of subrogation against Canal Workover, Inc. while the vessel(s) insured above are under time or voyage charter to Canal Workover, Inc.

With respect to the above vessels the navigation limits are amended to read:

"Warranted confined to the use and navigation of inland lakes, bays and sounds, canals, rivers and their tributaries of Louisiana and Mississippi."

All other terms, clauses and conditions remain unchanged.

INGRAM, ARMISTEAD, WALLACE, INC.

By Edward D. Ryan Jr.

40% St. Paul Mercury Insurance Company GSD-1100
40% Indemnity Marine Assurance Co.,Ltd. "
20% American Motorists Insurance Co. "

ENDORSEMENT NO. 2

Attached to and forming part of Policy GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO.,LTD. AND AMERICAN MOTORISTS INSURANCE CO.

Insuring: EAST WEST TOWING, INC.

In consideration of $____ additional premium, it is understood and agreed that the following vessel is added to the schedule of vessels insured hereunder subject to Port Risk Conditions for the period of thirty (30) days from February 5, 1973 to March 7, 1973.- It is also warranted that this vessel is laid up, under repair, at Thibo Shipyard on the Harvey Canal with permission to navigate within fifteen (15) miles of Tibo Shipyard.

Vessel	Hull Value	Rate	Premium
Steel Diesel Tug "MISS STACEY" "Little Dupe" (ex "WANDA C")	$15,000	Chg.	

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By Edward D. Ryan

Hand Delivered by ARC

40% St. Paul Mercury Insurance Company GSD-1100
40% Indemnity Marine Assurance Co.,Ltd. "
20% American Motorists Insurance Co. "

February 15, 1973 ENDORSEMENT NO. 2

ENDORSEMENT NO. 3

Attached to and forming part of Policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. AND AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC.

Effective February 20, 1973 and in consideration of the premium charged, it is understood and agreed that with respect to the Steel Diesel Tug "MISS CAROLYN" the loss payable clause is amended to read:

Loss, if any, shall be payable to East West Towing, Inc. and Mercantile Financial Corporation, 201 North Wells Street, Chicago, Illinois 60606, as their respective interest may appear.

It is also agreed that in the event of cancellation or material change in this insurance 15 days prior written notice will be given to Mercantile Financial Corporation, 201 North Wells Street, Chicago, Illinois 60606.

All other terms clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By Edward D. Ryan

Hand Delivered by ARC.

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. "
20% American Motorists Insurance Co. "

February 21, 1973 ENDORSEMENT NO. 3

ENDORSEMENT NO. 4

Attached to and forming part of Policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO.,LTD. AND AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC.

Effective February 25, 1973 and in consideration of [redacted] additional premium, it is understood and agreed that the following vessels are added to the schedule of vessels insured hereunder.

Vessels	Hull Value	Excess Collision	Hull Rate	Excess Coll. Rate	Additional Premium
Steel Diesel Tugs:					
~~"JOHNNIE R"~~ Miss Stine	$90,000	$10,000	[redacted]		
~~"IAN-A II"~~ Miss Kendra	25,000	75,000			
~~"LARRY R"~~ Miss Stacy	50,000	50,000			
	$165,000				
		$135,000			

Total Additional Premium

With respect to the "JOHNNIE R" it is understood and agreed that Johnny Rockhold and Rockhold Marine, Inc. are named as an additional assured hereunder. It is further agreed that Underwriters agree to waive all rights of subrogation against Johnny Rockhold and Rockhold Marine, Inc. In the event of cancellation or material change in this insurance ten (10) days prior notice will be given to Johnny Rockhold and Rockhold Marine, Inc.

All other terms, clauses and conditions remain unchanged.

marked 3/5/73 pd

ARMISTEAD MILLER WALLACE INC.
By [signature]

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co.,Ltd. "
20% American Motorists Insurance Co. "

February 26, 1973 ENDORSEMENT NO. 4

ENDORSEMENT NO. 5

Attached to and forming part of Policy GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. AND AMERICAN MOTORISTS INSURANCE CO.

Insuring: EAST WEST TOWING, INC.

In consideration of [redacted] additional premium, it is understood and agreed that the Port Risk insurance on the "MISS STACEY" is extended for 30 days from 3/7/73 to 4/6/73. It is also warranted that this vessel is laid up, under repair at Thibo Shipyard on the Harvey Canal with permission to navigate within fifteen (15) miles of Tibo Shipyard.

Vessel	Hull Value	Rate	Premium
Steel Diesel Tug:			
~~"MISS STACEY"~~ Little Duce (ex "WANDA C")	$15,000	Charge	[redacted]

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By [signature]

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. "
20% American Motorists Insurance Co. "

March 8, 1973 ENDORSEMENT NO. 5

ENDORSEMENT NO. 6

Attached to and forming part of Policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO.,LTD. AND AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC..

Effective March 5, 1973 and in consideration of [redacted] additional premium, it is understood and agreed that the following vessel is added to the schedule of vessels insured hereunder:

Vessel	Agreed Value & Amount Insured	Hull Deductible	Rate	Additional Premium
Steel Diesel Pushboat "VENTURE I"	$175,000	$2,500	[redacted]	

It is further understood and agreed that with respect to the above vessel the named assured and loss payable clause are amended to read as follows:

NAMED ASSURED: EAST WEST TOWING, INC. AND J & W MARINE TOWING, INC.,

LOSS PAYEE: Loss, if any, shall be payable to the Assured and Cumberland Capital Corporation and Louisiana Leasing Corporation, as their respective interest may appear.

It is also agreed that in the event of cancellation or material change in this insurance ten (10) days prior notice will be given to Cumberland Capital Corporation, P. O. Box 51419, New Orleans, Louisiana 70151 and Louisiana Leasing Corporation, P. O. Box 451, Baton Rouge, Louisiana 70821.

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By Edward D. Rivera

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co.,Ltd. "
20% American Motorists Insurance Company "

March 8, 1973 ENDORSEMENT NO. 6

ENDORSEMENT NO. 7

Attached to and forming part of Policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO.,LTD., AND AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC.

Effective March 8, 1973 it is understood and agreed that the name of the following vessels is amended to read as follows:

	FROM	TO
Steel Diesel Tugs:		
	"MISS STACEY" (Ex WANDA C)	"LITTLE DUPE"
	"JOHNNIE R"	"MR. STEVE"
	"LARRY R"	"MISS STACEY"

While any of the vessel(s) named in this policy is/are working for any of the following the one for whom the vessel(s) is/are working at any given time is named as an additional assured during that particular time and all rights of subrogation hereunder are waived with respect to the one for whom the vessel(s) is/are working at that particular time. Underwriters agree that in the event of cancellation or material change in this policy ten (10) days prior notice will be given to the following:

Canal Workover, Inc., P. O. Box 51, Harvey, Louisiana 70058
Canal Well Service, Inc. , P. O. Box 51, Harvey, Louisiana 70058
Croation Drilling, Inc., P. O. Box 51, Harvey, Louisiana 70058
Croation Workover, Inc., P. O. Box 51, Harvey, Louisiana 70058
Nowsco, P. O. Box 482, Harvey, Louisiana 70058
Ingram Corporation, 2800 International Trade Mart, New Orleans, La. 70130
Mr. Johnny Rockhold and Rockhold Marine, Inc., P. O. Box 2, Harvey, Louisiana 70058
Mr. Ed. Wendler, Wendler Marine Service, P. O. Box 846, Pasadena, Texas 77501

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By Edward D. Rivera

% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co.,Ltd. "
20% American Motorists Insurance Company "

ENDORSEMENT NO. 8

Attached to and forming part of Policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO. LTD. AND AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC., ET AL

Effective March 6, 1973 and in consideration of [redacted] return premium, it is understood and agreed that the following vessel is deleted from the schedule of Crewboats insured hereunder:

Vessel	Hull Value	Excess Collision	Hull Rate	Excess Coll. Rate	Return Premium
Steel Diesel Crewboat "JOEY"	$10,000	$90,000	[redacted]		

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By Edward D. Ryan Jr

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co. Ltd. "
20% American Motorists Insurance Co. "

March 13, 1973 ENDORSEMENT NO. 8

ENDORSEMENT NO. 9

Attached to and forming part of Policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO, LTD. AND AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC., ETAL

Effective March 14, 1973 and in consideration of the premium charged, it is understood and agreed that (with respect to the Steel Diesel Towboat "MISS CAROLYN" C. F. Bean, Inc.) is named as an additional assured hereunder and Underwriters agree to waive all rights of subrogation against C. F. Bean, Inc.

It is also agreed that in the event of cancellation or material change in this insurance ten (10) days prior notice will be given to C. F. Bean, Inc. P.O. Box 273, Belle Chasse, Louisiana 70037.

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By Edward D. Ryan Jr

Orig mailed to E. F. 3/14/73.
ER

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. "
20% American Motorists Insurance Co. "

March 14, 1973 ENDORSEMENT NO. 9

ENDORSEMENT NO. 10

Attached to and forming part of Policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO.,LTD., AND AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC., ET AL

Effective March 21, 1973, it is understood and agreed that the name of the Steel Diesel Tug "JANA H" is amended to read:

Steel Diesel Tug "MISS LINDA".

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By _____

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co.,Ltd.
20% American Motorists Insurance Company

March 23, 1973 ENDORSEMENT NO. 10

ENDORSEMENT NO. 11

Attached to and forming part of Policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. AND AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC., ETAL

Effective April 11, 1973, and in consideration of the premium charged, it is understood and agreed that Point Landing, Inc. is named as an additional assured hereunder and Underwriters agree to waive all rights of subrogation against Point Landing, Inc.

It is also agreed that in the event of cancellation or material change in this insurance ten (10) days prior notice will be given to Point Landing, Inc., P. O. Box 23525, New Orleans, Louisiana 70183.

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By _____

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. "
20% American Motorists Insurance Co. "

April 11, 1973 ENDORSEMENT NO. 11

ENDORSEMENT NO. 12

Attached to and forming part of policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. and AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC.

Effective April 3, 1973, and in consideration of an additional premium of [redacted] it is understood and agreed that the following vessel is added to the schedule of vessels insured hereunder:

Vessel	Agreed Value & Amount Insured	Hull Deductible	Rate	Additional Premium
Steel Diesel Pushboat "HARBOR MASTER"	$20,000.	$2,500.	[redacted]	

Excess Collision/Tower's Liability
$80,000

[redacted]

It is understood and agreed that with respect to the above vessel, the named insured and loss payable clause are amended to read as follows:

Named Assured: East West Towing, Inc. and Delta Boat & Barge Rental, Inc.

Loss Payee: Loss, if any, payable to assured.

All other terms, clauses, conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By [redacted]

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. GSD 1100
20% American Motorists Insurance Co. GSD 1100

April 17, 1973 ENDORSEMENT NO. 12

ENDORSEMENT NO. 13

Attached to and forming part of policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. and AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC.

Effective April 6, 1973, and in consideration of an additional premium of [redacted] it is understood and agreed that the following vessel is added to the schedule of vessels insured hereunder:

Vessel	Agreed Value & Amount Insured	Hull Deductible	Rate	Additional Premium
Steel Diesel Tug "LITTLE DUPE"	$25,000.	$2,500.		

Excess Collision/Tower's Liability
$75,000.

[redacted]

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By [redacted]

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. GSD 1100
20% American Motorists Insurance Company GSD 1100

April 17, 1973 ENDORSEMENT NO. 13

ENDORSEMENT NO. 14

Attached to and forming part of policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. and AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC.

Effective April 13, 1973, and in consideration of a return premium of [redacted] it is understood and agreed that the following vessel is deleted from the schedule of vessels insured hereunder.

Vessel	Agreed Value & Amount Insured	Hull Deductible	Rate	Return Premium
Steel Diesel Pushboat "VENTURE I"	$175,000.	$2,500.	[redacted]	[redacted]

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By Edward DiRizzo

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. GSD 1100
20% American Motorists Insurance Company GSD 1100

April 18, 1973 ENDORSEMENT NO. 14

ENDORSEMENT NO. 15

Attached to and forming part of policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. and AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC.

While any of the within insured vessels are working for Southern Terminal and Transport Company, Southern Terminal and Transport Co. is named as an additional assured and this Company agrees to waive its rights of subrogation against them.

In the event of cancellation of this policy ten (10) days prior notice will be sent to Southern Terminal and Transport Company, P. O. Box 946, Pensacola, Florida, 32502.

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By Edward DiRizzo

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. GSD 1100
20% American Motorists Insurance Company GSD 1100

May 3, 1973 ENDORSEMENT NO. 15

ENDORSEMENT NO. 16

Attached to and forming part of policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. and AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC.

While any of the within insured vessels are working for C. J. & S. Marine Sales and Service, C. J. & S. Marine Sales and Service is named as an additional assured and this Company agrees to waive its rights of subrogation against them.

In the event of cancellation of this policy ten (10) days prior notice will be sent to C. J. & S. Marine Sales & Service, 7474 River Road, Avondale, Louisiana, 70094.

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. GSD 1100
20% American Motorists Insurance Company GSD 1100

May 3, 1973 ENDORSEMENT NO. 16

ENDORSEMENT NO. 17

Attached to and forming part of policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. and AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC.

While any of the within insured vessels are working for Leasing Services, Inc., Leasing Services, Inc. and Fidelity National Bank of Baton Rouge are named as additional assured and this Company agrees to waive its rights of subrogation against them.

In the event of cancellation of this policy ten (10) days prior notice will be sent to Leasing Services, Inc., P. O. Box 66155, Baton Rouge, Louisiana, 70806, and Fidelity National Bank of Baton Rouge.

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. GSD 1100
20% American Motorists Insurance Company GSD 1100

May 3, 1973 ENDORSEMENT NO. 17

ENDORSEMENT NO. 18

Attached to and forming part of policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. and AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC.

It is understood and agreed that while the insured vessel(s) is working for or performing services for Gulf Mississippi Marine Corporation and/or its affiliated, subsidiary or interrelated companies, Gulf Mississippi Marine Corporation and/or its affiliated, subsidiary or interrelated companies and any and all persons, companies or corporations for whom Gulf Mississippi Marine Corporation and/or its affiliated, subsidiary or interrelated companies might be employed,operating or acting are named as additional assureds hereunder. It is further understood and agreed that all rights of subrogation by underwriters are hereby waived against Gulf Mississippi Marine Corporation and/or its affiliated, subsidiary or interrelated companies and any and all persons, companies or corporations for whom Gulf Mississippi Marine Corporation and/or its affiliated, subsidiary or interrelated companies might be employed, operating or acting.

In the event of material change or cancellation of this policy, ten (10) days prior written notice will be given to Gulf Mississippi Marine Corporation.

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. GSD 1100
20% American Motorists Insurance Company GSD 1100

May 8, 1973 ENDORSEMENT NO. 18

ENDORSEMENT NO. 19

Attached to and forming part of policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. and AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC.

Loss Payee: Assured and the Bank of New Orleans

Effective July 20, 1973, noon, standard time, and in consideration of a pro rata additional premium of ____ it is understood and agreed that the following vessel is added to the schedule of vessels insured hereunder:

Vessel	Agreed Value & Amount Insured	Rate	Pro Rata Added Premium	Deductible
Steel Diesel Pushboat "MISS TRUDY"	$125,000.			$2,500.

Notice of Cancellation: In the event of cancellation of this policy ten (10) days prior written notice will be given the Bank of New Orleans, 1010 Common St., New Orleans, La. 70112

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. GSD 1100
20% American Motorists Insurance Company GSD 1100
100%

July 24, 1973 ENDORSEMENT NO. 19

ENDORSEMENT NO. 20

Attached to and forming part of policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. and AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC. and Delta Boat & Barge Rental, Inc.

Loss Payee: Assured and M. S. & W. O'Brien.

Effective July 23, 1973, noon standard time, and in consideration of a pro rata additional premium of ——— it is understood and agreed that the following vessel is added to the schedule of vessels insured hereunder:

Vessel	Agreed Value & Amount Insured	Rate	Pro Rata Added Premium	Deductible
Steel Diesel Tug "GARY STEVENS"	$100,000.			$2,500.

Notice of Cancellation: In the event of cancellation of this polic, ten (10) days prior written notice will be given M. S. & W. O'Brien, Inc., 1114 Hw. 23 South , Buras, La. 70041

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE, INC.
By

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. GSD 1100
20% American Motorists Insurance Company GSD 1100
100%

July 24, 1973 ENDORSEMENT NO. 20

ENDORSEMENT NO. 21.

Attached to and forming part of policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. and AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC., et al

Effective July 26, 1973, it is understood and agreed that while any of the vessels named in this policy is/are working for any of the following, the one for whom the vessel is working at any given time is named as an additional assured during that particular time and all rights of subrogation hereunder are waived with respect to the one for whom the vessel is working at that particular time. Underwriters agree that in the event of cancellation or material change in this policy ten (10) days prior notice will be given to the following:

Gulf Oil Co.-U.S., P. O. Box 61790, New Orleans, La. 70160

C. F. Bean, Inc., One Shell Square, New Orleans, La. 70139

Jahncke Service, Inc., P. O. Box 8005, Gentilly Station, New Orleans, La. 70182

Jahncke Service, Inc., P. O. Box 7616, Metairie, La. 70001

Shell Oil Company, One Shell Square, New Orleans, La. 70139

Texaco, Inc., P. O. Box 7, Harvey, La. 70058

Chevron Oil Co., 1111 Tulane Ave., New Orleans, La. 70112

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE, INC.
By

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. GSD 1100
20% American Motorists Insurance Company GSD 1100

July 26, 1973 ENDORSEMENT NO. 21

ENDORSEMENT NO. 22.

Attached to and forming part of policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. and AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC., et al

Effective August 13, 1973, and in consideration of the premium charged, it is understood and agreed that while the vessels insured hereunder are under charter to or working for BROWN & ROOT, INC., BROWN & ROOT, INC., and the principals on whose work BROWN & ROOT, INC., is engaged (and all firms or corporations subsidiary to, affiliated with or under the same management as any of the foregoing) are named as assureds and Underwriters agree to waive all rights of subrogation (direct or indirect, equitable or by assignment, express or implied, by trust receipt, loan request or otherwise) against BROWN & ROOT, INC., or the principals on whose work BROWN & ROOT, INC., is engaged (and all firms or corporations subsidiary to, affiliated with or under the same management as any of the foregoing) or against any vessel owned, chartered or operated by any of the foregoing, provided that the foregoing waiver of subrogation shall not apply to an accident, occurrence or event which either is caused by or is due to intentional malfeasance nor to employee claims arising from an accident, occurrence, or event which involves injuries (including death) to OWNER'S employees or CHARTERER'S employees, nor shall CHARTERER, or its principals, be considered as an additional assured in such instances just described where waiver of subrogation does not apply.

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. GSD 1100
20% American Motorists Insurance Company GSD 1100

August 13, 1973 ENDORSEMENT NO. 22

ENDORSEMENT NO. 23

Attached to and forming part of Policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD. and AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC., et al.

Effective from date of inception it is hereby understood and agreed that DELTA BOAT AND BARGE RENTAL, INC. is considered an additional assured hereunder.

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. GSD 1100
20% American Motorists Insurance Company GSD 1100

August 16, 1973 ENDORSEMENT NO. 23

ENDORSEMENT NO. 24

Attached to and forming part of Policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD., and AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC., et al.

Effective August 10, 1973, and in consideration of an additional premium of , it is understood and agreed that the navigation warranty as respects the Steel Diesel Tug "MISS CAROLYN" is extended as follows:

> Warranted by the assured limited to the use and navigation of the Inland and Coastal waters between Brownsville, Texas, and Jacksonville, Florida, not exceeding one hundred (100) miles offshore, but with permission to make occasional trips to the Bahamas.

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. GSD 1100
20% American Motorists Insurance Company GSD 1100

August 16, 1973 ENDORSEMENT NO. 24

ENDORSEMENT NO. 25

Attached to and forming part of Policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD., and AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC., et al

Effective August 20, 1973, and in consideration of an additional premium of , it is understood and agreed that the navigation warranty as respects the Steel Diesel Tug "GARY STEVENS" is extended as follows:

> Warranted by the assured limited to the use and navigation of the Inland and Coastal waters between Brownsville, Texas, on the Gulf of Mexico and the Port of New York on the Atlantic Ocean, not exceeding one hundred (100) miles offshore.

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By

40% St. Paul Mercury Insurance Company GSD 1100
40% Indemnity Marine Assurance Co., Ltd. GSD 1100
20% American Motorists Insurance Company GSD 1100

August 21, 1973 ENDORSEMENT NO. 25

ENDORSEMENT NO. 26

Attached to and forming part of Policy No. GSD 1100 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO., LTD., AND AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST WEST TOWING, INC., ET AL

Effective August 21, 1973 and in consideration of $1,590.00 return premium, it is understood and agreed that the following vessel is deleted from the schedule of vessels insured hereunder.

Vessel	Agreed Value & Amount Insured	Rate	Return Premium
Steel Diesel Tug "MISS CAROLYN"	$125,000	4.00%	$1,590.00

All other terms, clauses and c[illegible] unchanged.

ARMISTEAD MILLER WALLACE INC.
By [signature]

40% St. Paul Mercury Insurance Company	GSD 1100	$-636.00
40% Indemnity Marine Assurance Co.,Ltd.	"	-636.00
20% American Motorists Insurance Company	"	-318.00
		$-1,550.00

September 19, 1973 ENDORSEMENT NO. 26

ENDORSEMENT NO. 27

Attached to and forming part of Policy No. GSD 1101 of the ST. PAUL MERCURY INSURANCE COMPANY, INDEMNITY MARINE ASSURANCE CO.,LTD. AND AMERICAN MOTORISTS INSURANCE COMPANY.

Insuring: EAST. WEST TOWING, INC., ET AL

Effective August 21, 1973 and in consideration of $914.25 return premium, it is understood and agreed that the following vessel is deleted from the schedule of vessels insured hereunder.

Vessel	Limit of Liability	Rate	Return Premium
Steel Diesel Tug "MISS CAROLYN"	$125,000	P/R $2,750. + .10% 3rd Party Pollution	$914.25

All other terms, clauses and conditions remain unchanged.

ARMISTEAD MILLER WALLACE INC.
By [signature]

40% St. Paul Mercury Insurance Company	GSD 1101	$-365.70
40% Indemnity Marine Assurance Co.,Ltd.	"	-365.70
20% American Motorists Insurance Company	"	-182.85
		$-914.25

September 19, 1973 ENDORSEMENT NO. 27

Any provisions required by law ... be stated in policies issued by a subscriber hereto, shall be deemed to have been stated herein.

IN WITNESS WHEREOF, the assurers hereunder have caused this policy to be signed by a duly qualified officer, attorney or agent, this 15th day of December 19 72

EAST WEST TOWING, INC. GSD-1100

ASSURER	AMOUNT INSURED	PREMIUM	AUTHORIZED SIGNATURE FOR ASSURER
ST. PAUL MERCURY INSURANCE CO.	[redacted]	[redacted]	Craven, Dargan & Co.
INDEMNITY MARINE ASSURANCE CO., LTD.			Wm. H. McGee & Co., Inc.
AMERICAN MOTORISTS INSURANCE CO.	[redacted]	[redacted]	Kemper Group

INGRAM, ARMISTEAD, WALLACE, INC.

By